

EXHIBIT A

PROMISSORY NOTE

NAME OF BORROWER:	JORDAN P GATES
LOAN NUMBER	096 1503
EFFECTIVE DATE:	01/01/2001
MATURITY DATE:	12/31/2001 <i>2002</i>
FIRST PAYMENT DATE:	03/31/2001
PAYMENT FREQUENCY:	Quarterly
ANNUAL PERCENTAGE RATE:	7%
NUMBER OF INSTALLMENTS:	40
FINANCED AMOUNT (LOAN PRINCIPAL):	\$57,884.41
FINANCE CHARGE:	\$24,529.97
TOTAL OF PAYMENTS:	\$82,414.38
AMOUNT OF EACH PAYMENT:	\$2,024.34

For value received, the receipt of which is hereby acknowledged, I, the undersigned borrower, hereby promise to pay Allmerica Financial Life Insurance and Annuity Company (the "Company") the principal sum of \$57,884.41, together with interest on the unpaid balance thereof, per the above schedule.

I understand and agree that to the extent funds are available that each payment shall be made by deducting the amount of the payment from quarterly Trail Commissions otherwise payable to me under the Company's In-Force Annuity Trail Commission Program.

____ (Please initial if you wish to choose this Accelerated Loan Repayment Option.) If initialed, I hereby elect the Accelerated Loan Repayment Option offered by the Company. I understand that under this Option, the Company will calculate my anticipated federal tax liability with respect to each quarterly Trail Commission payment payable under the Company's In-Force Trail Commission Program. I understand that the Company will assume a 35% federal tax liability with respect to each such payment. I further understand that each quarterly Trail Commission shall be disbursed as follows: (i) the payment amount shall first be applied to repay any quarterly loan repayment then due and payable; (ii) next, to the extent that funds are available, the amount of my calculated anticipated federal tax liability with respect to the Trail Commission shall be paid to me in cash; (iii) finally, any additional amount available shall be applied as an additional payment of the loan principal. I understand that the Company's calculation of my anticipated tax liability is merely an estimate and that my actual federal tax liability for my Program Trail Commission payments may be more or less than the Company's estimate.

I understand that at any time, I may pay the outstanding loan principal balance, together with the interest thereon to the payment date. I also understand that no partial repayments (other than required installments and payments made pursuant to the Accelerated Loan Repayment Option described above) or change in the scheduled payments will be permitted.

Pursuant to the terms of my In-force Annuity Trail Commission Agreement with the Company, I understand that surrenders of certain replaced annuity contracts and surrenders of certain annuity contracts surrendered in connection with the settlement or other disposition of a class action lawsuit involving the Company shall be excluded in calculating my persistency rate (as defined in the Trail Commission Agreement) for a calendar year. I understand that the Company shall calculate the unrepaid loan principal attributable to any such excluded annuity contract surrenders and shall deduct such calculated amount from my loan obligation. I understand that the Company's calculation of any such loan forgiveness amount shall be conclusive and binding on all persons.

I also understand and agree as follows:

- (a) if I default in the payment of any installment and the default continues for 90 days, the unpaid principal balance of the loan, plus interest thereon, will immediately become due and payable; and
- (b) unless my heirs or the executors or administrators of my estate agree to continue to make loan repayments on a basis that is agreeable to the Company, the principal balance of the loan, plus interest thereon, will become due and payable 90 days following the date of my death.

Borrower:

Jordan P. Gates

Print Name: JORDAN P GATES

Date Signed:

2/01/01

Witness:

Sandra S. Davis

Print Name:

Sandra S Davis